

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Highsmith, LLC		09/26/2016	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Demco, Inc.		
<b>Street Address:</b>	4810 Forest Run Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53704		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2961675	EDUPRESS	
<b>Registration Number:</b>	4017617	EDUPRESS	
<b>Registration Number:</b>	1424677	LEARNING WELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4149788789		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4142775789		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Cheryl M. Smukowski		
<b>Address Line 1:</b>	411 East Wisconsin Avenue		
<b>Address Line 2:</b>	Quarles & Brady LLP		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Cheryl M. Smukowski		
<b>SIGNATURE:</b>	/cms/		
<b>DATE SIGNED:</b>	09/27/2016		
<b>Total Attachments: 3</b>			
source=Executed EDUPRESS Trademark Assignment Highsmith LLC to Demco Inc#page1.tif			
source=Executed EDUPRESS Trademark Assignment Highsmith LLC to Demco Inc#page2.tif			

CH \$90.00 2961675



## TRADEMARK ASSIGNMENT

This Assignment is made effective as of September 30, 2016, by Highsmith, LLC, a Wisconsin limited liability company ("Assignor"), for the benefit of Demco, Inc., a Wisconsin corporation of 4810 Forest Run Road, Madison, Wisconsin 53704 ("Assignee").

WHEREAS, Assignor is the owner of certain trademark and trademark-related rights, applications and registrations, including without limitation those trademarks listed on the attached Schedule of Trademarks, expressly including the applications and registrations therefor (the "Trademarks");

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the goodwill of the business in connection with which the Trademarks are used;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, plus all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

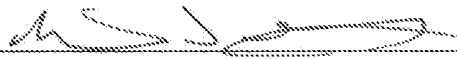
The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by an authorized officer as of the date first stated above.

[SIGNATURE AND SCHEDULE APPEAR ON FOLLOWING PAGES]

Trademark Assignment Highsmith, LLC to Demco, Inc.

SIGNATURE OF ASSIGNOR HIGHSMITH, LLC

By: 

Name: Mike Goethe

Title: VP Operations

SCHEDULE OF TRADEMARKS

Trademark	Status	Registration No.	Registration Date	Class and Goods/Services
EDUPRESS	Registered	2,961,675	14-Jun-2005	16 Int. Printed matter, namely charts, labels, decorated printer paper, decorated notepads and note paper, and printed sheets of clip art; printed publications, namely, periodicals, catalogues, magazines, books, abstracts, newsletters and bulletins featuring information on children's educational materials; stationery; decals; printed instructional and teaching materials featuring information on early childhood and middle school education, early childhood development, children's activities, social studies, language art, math, reading and science; paper goods, namely decorated printer paper and decorated note paper; cardboard goods namely, bulletin boards featuring social studies topics and images
EDUPRESS	Registered	4,017,617	30-Aug-2011	35 Int. Mail order catalog services and computerized on-line ordering services featuring charts, labels, decorated printer paper, decorated notepads and note paper, and printed sheets of clip art, stationery, decals, printed instructional and teaching materials featuring information on early childhood and middle school education, early childhood development, children's activities, social studies, language art, math, reading and science; Mail order catalog services and computerized on-line ordering services featuring periodicals, catalogues, magazines, books, abstracts, newsletters and bulletins featuring information on children's educational materials; Mail order catalog services and computerized on-line ordering services featuring cardboard bulletin boards with social studies topics and images
LEARNING WELL	Registered	1,424,677	15-Jan-1987	28 Int. Board Games